

1894-083 Chancery Causes: W. W. Woodruff & Co] vs. William C. Herndon &
Lee Co.

Woodruff, Gibbins, Woodward, Parsons, Stapleton

CA-Debt
T-Property

-Deeds

To the Hon N. S. K. Marison, Judge of the
Circuit Court for Lee County:-

Humbly acknowledging your arrest W. W.
Woodruff, and W. E. Gibbins partners in trade
doing business under the style and firm of
W. W. Woodruff & Co, respectfully represent unto
your honor that at the special instance and re-
quest of W. C. Skindon they sold and delivered
to him in the city of Knoxville Tenn a large
quantity of goods wares & merchandise,
at different times, to wit, a bill of goods
on July 24, 1893, amounting to \$47.16, and
on Sept 7th 1893 another bill amounting to \$24.67
and on Oct 14, 1893 another bill amounting to
\$11.57 the aggregate sum of which amount to
\$83.40 - upon which aggregate sum of \$83.40 there
is a credit of \$30.00 as of Oct 14, 1893, an
itemized statement of which account is here-
with filed and made part of this bill and
marked "Invoice" which shows a balance
due your arrest of \$53.90 with interest
from Oct 1st 1893; that at his special instance
all of said goods were shipped to him the
said Skindon of Birmingham Ala; that
at the time your arrest said said Skindon
paid good the record of the County
Court of Lee County shown him to be and
he represented himself to be the owner ^{in fee} of a
large tract or boundary of unincumbered
land lying and being in Lee County and
in the Fork & Crobarland Country - land
conveyed to him by the heirs of Charles

Pennington dec'd, Larkin Skendou & John B Pennington, Tobias Hught & wife & John C. Stoflet & wife and all of which he was then in the possession of and using as his own. Copies of the deed to the land of which he appeared to be owner of are herewith filed marked -

Your arotor will further show unto your honor that a portion of the said goods sold said Skendou as afore said together with about 30 or 40 head of cattle, the goods in his store house at the time and other goods bought from other wholesale merchants only a few days previous are as about the 10th of Nov. 1893 turned over to his father Larkin Skendou and his brother John P Skendou, who are now in the possession of the same selling & disposing of them; that said goods and cattle were turned over to said Larkin & John P Skendou without a consideration, or at least without a consideration anything like the value thereof.

Your arotor will further show that your that said several sums of money are still due and unpaid as aforesaid that in a day or two after said W.C. Skendou transferred said goods & cattle as aforesaid, he absconded with the same and is now a non resident thereof; that

to your orators great purpose and David
Parsana lodged with the clerk of the county
court for Lee County for recordation on Nov.
10th 1893 which was recorded, a deed signed
by said Wm C Shindon & wife which deed
was dated and acknowledged March 14, 1893;
whereby said Shindon & wife conveyed to said
Parsana all of his said land in consideration of
\$5,000.00 in hand paid to said Shindon except
said Stapleton track and that part included
in the conveyance of Larkin Shindon and
John B Pennington dated July 30th 1889; that
at the time your orators sold said Shindon
said goods and at no time afterwards until
said deed was recorded did they have any
notice of the existence thereof; & that at any
rate said deed was made without any con-
sideration being paid down, and was
made for the express purpose of hindering
delaying, & defrauding the creditors of said
William C. Shindon, and preventing the collec-
tion of their debts, and especially that of your
orators.

Your orators will further show
unto your honor that on Nov. 10, 1893
said W. C. Shindon made and acknowledged
another paper giving to one William
Woodward a lien on all his land
except the portion before conveyed or
conveyed to David I Parsana and the said
Stapleton track, to secure the sum of \$675.00.
Your orators over this included him in

void because voluntary and was made for no other purpose than to defraud the creditors of said Shudson. A copy of the same is herewith filed and marked "Duce" and prayed to be considered as part of this bill.

The petitioner considered, therefore, your honor is advised that he has rights cognizable in a court of Equity; that said John Shudson and Darius Shudson compelled to account for all of said W.C. Shudson's effects that went into their hands; that said deed of said Shudson wife to said Parson and said deed to said Woodward will be declared null and void as to said Shudson's creditors not having notice thereof at the time they made their debt with said Shudson and especially will it be null and void as to your honor.

The prayer therefore of your honor is that W.C. Shudson, Darius Shudson, William Woodward, David Parson and John Co. Stopher be made parties defendants to this bill of complaint; that they each be required to answer its several allegations on oath, with the exception of David Parson, who is not required to answer on oath; that by virtue of the affidavit herewith filed, marked Affidavit, made pursuant to § 2904 of the code of 1887 an attachment issue herein and be levied

upon said W.C. Skindone's effects and
this same he held until further order
of the court; That said John P. Larkin Skindone
specially answers for what, if any thing
and the amount thereof said W.C. Skindone
owed them, when and where they got the
money or other thing which the let the said
W.C. Skindone have whereby he became
indebted to them, and the date of each item
of indebtedness, the number, kind and
value of said cattle, an itemized statement
or an invoice of all the goods & chattels
of every kind and the price they gave therefor,
which were turned over to them or either
of them by said W.C. Skindone; That David
J. Farson specially answers the true amount
he has paid, if any thing on the bond
mentioned in Dec. of Mch. 14, 1893; when
and from whom he obtained the
money or other thing which he paid on
the said bond, how much if any thing
he still owes thereon; That said William
Woodward specially answers on oath when
and for what said William C. Skindone
became indebted to him, the true amount
thereof and when it became or will
become due, and where, when and
from whom he obtained the money or
other thing whereby he became indebted
to him the said Woodward; That on a
final hearing of this cause a judgment
be given your order for said same

sums of money, that said deed ^{of goods & cattle} & transfer
be annulled and set aside and that enough
be sold to satisfy your creditor's claim
and the cost of this suit; that an order
of publication be made for W.C. Skindon
as the law requires in such cases. And
that all further and general relief be granted
your creditor as the nature of his case
may require. Your creditor forgot to
state at the proper place that there appears
to be in the said Statute and a vendor's
lien, but your creditor avers that said
lien has long ago been paid off, and
that there are no other liens upon the
land of said Skindon, and that same will
not pay by the rents & profits in 5 years
the debt of your creditor. May process
issue &c. and your creditor will ever
pray &c.

Pennycuik & Bros
J.G.

C 8.98
 S 2.50
 Mr. M. P. 2.50
 Printer 5.00
 Co. C 5.75
 Atty 5.00
 \$29.73

Defts Costs
 @ \$160

1st Jan'y 1894

H. H. Nordraft & Co
 V. S. } Bill in Chancery
 H. C. Herndon & all

1894 1st Jan'y Rules Bill filed Bpa & on home gifts &
 ord Pub for nonresident D. M. for home gifts
 " 2nd Jan'y Rules & C for home gifts conf
 " 1st Feb'y Rules Contd for ord Pub
 " 2nd " " " ord Pub complete & set for hearing by self
 " June Term Decree & Contd

To the Honorable H.S.K. Morrison, Judge of the Circuit Court of Lee County, Virginia:

The separate demurrer and answer of John P. Herndon to a bill in chancery exhibited against him and others in this honorable court by W. W. Woodruff and W. E. Gibbins, partners trading under the firm name of W. W. Woodruff & Co.

Respondent say that complainants' bill is not sufficient in law to call upon him to answer it in this honorable court, but that there is good cause of demurrer thereto, and he demurs accordingly, and prays judgement of his said demurrer &c. And not waiving said demurrer but reliving and insisting thereon, should other and further answer be required of him answering he says:

That he has filed his separate answer to a bill in chancery exhibited against him and others in this honorable court by Powers Little & Co., he has also filed his separate answer to a bill in chancery exhibited against him and others in this honorable court by Cowan McClung & Co., and he has also filed his separate answer to a bill in chancery exhibited against him and others in this honorable court by Berry Gilliam & Co., all of which causes are still pending in this honorable court, all have a common purpose with the bill filed by complainants, all ^{contain} ~~have~~ almost identically the same allegations except as to the amount claimed, and all have identically the same parties defendant. Respondent refers to said several answers and adopts them as a part of this his answer in this case, and prays that they may be considered as such. And now having answered said bill as fully as he is advised it is material he should answer, respondent prays to be hence dismissed with his costs &c.

Duncan & Hyatt p.d.

Virginia, Lee County, to wit:

This day John P. Herndon personally appeared before me, A. B. Munsey, Clerk of the Circuit Court for the County and State aforesaid, and made oath that the foregoing answer, so far as made on his own knowledge, is true, and so far as made upon the information of others he believes it to be true. Given under my hand on this the 5th day of March 1894.

A. B. Munsey Clerk

W.C.Herndon et als.

Ads. { Separate Demurrer and
Answer of John P. Herndon, one of the defendants.

W.W.Woodruff & Co.

Duncan & Hvatt, p.d.

*Filed in open court March 9th
1894
A.B. Munsey clk*

To the Honorable H.S.K. Morrison, Judge of the Circuit Court of Lee County, Virginia:

The separate demurrer and answer of Larkin Herndon to a bill in chancery exhibited against him and others in this honorable court by W. W. Woodruff and W. E. Gibbins, partners trading under the firm name of W. W. Woodruff & Co.

Respondent says that complainants' bill is not sufficient in law to call upon him to answer it in this honorable court, but that there is good cause of demurrer thereto, and he demurs accordingly, and prays judgement of his said demurrer &c. And not waiving said demurrer but relying and insisting thereon, should other and further answer be required of him answering, he says:

That he has filed his separate answer to a bill in chancery exhibited against him and others in this court by Powers Little & Co., he has also filed his separate answer to another bill in chancery exhibited against him and others in this court by Cowan McClung & Co., and he has also filed his separate answer to another bill in chancery exhibited against him and others in this honorable court by Berry Gilliam & Co., all of which causes are still pending in this honorable court, all have a common purpose with the bill filed by complainants, all ^{contains} ~~have~~ almost identically the same allegations except as to the amount claimed, and all are against identically the same persons. Respondent refers to said several answers and adopts them as a part of this his answer in this case, and prays that they may be considered as such. And now having answered said bill as fully as he is advised it is material he should answer, respondent prays to be hence dismissed with his costs &c.

Duncan Hyatt p.d.

Virginia, Lee County, to wit:

This day Larkin Herndon personally appeared before me, A. B. Munsey, Clerk of the Circuit Court for the County and State aforesaid, and made oath that the foregoing answer, so far as made on his own knowledge, is true, and so far as made upon the information of others he believes it to be true. Given under my hand on this the 5th day of March 1894.

A. B. Munsey Clerk

W.C. Herndon et als.

Ads. { Separate Demurrer and
 { Answer of Larkin Herndon,
 { one of the defendants.

W.W. Woodruff & Co.

Duncan & Hvatt, p.d.

*Filed in open court March
The 9th 1894
A. J. Munsey clk*

W. W. Woodruff & Co.

vs

In Chancery.

H. C. Herndon & Co.

The depositions of

W. E. Gibbins

taken before me, C. B. Tompkins,

a notary public, in and for said the county of Knox, and State of Tennessee, pursuant to notice hereto annexed, at the office of Henry. Fenton, ~~253~~ ²⁵³, Gay street, in the city of Knoxville, in the said county and stateses the ^{2nd} day of February, 1894, between the hours of 7 A. M. and 2 P. M. of that day, to be read as evidence in behalf of the W. W. Woodruff & Co. in a certain suit in equity, depending in the Circuit Court of Lee county, Virginia, wherein Wm. C. Herndon, John. P. Herndon, Larkin Herndon, Wm. Woodward and David. P. Parsons are defendants, and said W. W. Woodruff & Co. is plaintiff.

Present

for defts'

for plaintiff

The witness *W. E. Gibbins*, on witness, of lawful age, after being duly sworn deposes as follows, to wit:

Ques. 1st Please give your name, age residence and occupation.

Ans.

W. E. Gibbins Knoxville Tenn. - Hardware merchant

Ques.

What is your connection with the plaintiffs in this suit.

Ans.

- Partner =

2

Ques 3. State if H.C. Sturndon is indebted to said plaintiffs in any sum of money if so for what, the amount thereof, and when it did or will become due.

Ans. He is to the amount of Fifty three dollars + Forty Cents for ^{Hardware} as per invoices + statement attached - "market invoice" and each invoice became due + Payable in Ten days after their respective dates "

Ques. 4 At the time said goods were purchased by said Sturndon did he or not make any representations of his assets + liabilities, if so what were they.

Ans. He did not to the Plaintiff = But from other merchants in town we understood him to be perfectly safe + owning other

Ques. 5. Property = State whether or not you or the plaintiffs in this suit, had any knowledge of the existence of the deed dated March 14th 1893 + mentioned in plaintiffs bill, at the time or at any time prior thereto, ^{that} said Sturndon made said several purchases?

Ans. I did not - If we had known of the existence of said deed the goods would not have been sold on a credit = and further this dependent say it not

W E Gibbins

W. E. Gibbins
1894
Feb 2nd

Tennessee.

County of Knox. to wit

I C. B. Tompkins a notary public for the county of
Knox in the said state do hereby certify that the fore-going
depositions of *W. E. Gibbins*

were duly taken, sworn to, and subscribed before me at the time
and places and for the purpose therein mentioned.

Given under my hand and seal this *2nd* day of February 1894

C. B. Tompkins
Notary Public

W W Woodruff & Co

Depositions

J. P. Herndon et al
Received by mail in good
condition on Feby 4th 1894
and filed Feby 5th 1894

A B Munnery Clerk

Given under my hand and seal this

day of February 1894

and places and for the purposes therein mentioned.

were duly taken, sworn to, and subscribed before me at the time

depositions of

Knox in the said state do hereby certify that the foregoing

I O. B. Tompkins a notary public for the county of

County of Knox. do wit

Testimony.

H. H. Handruff & Co

AGAINST

W. C. Herndon et al

To W. C. Herndon. Larkin Herndon. John P. Herndon Wm Woodward

David P. Parsors and John C. Stapleton

of Richmond Take notice that on the 2nd day

of February 1894 at the office of Henry Sigston at

County, State of Virginia I will proceed to take the deposition of H. H. Handruff

to be read as evidence on behalf of H. H. Handruff & H. E. Sigston

merchants doing business under the above name

of H. H. Handruff & Co

in a certain suit in Equity now pending in the Circuit Court of Lee

County, State of Virginia wherein said H. H. Handruff & Co

Plaintiff and you and each of you are Defendants And if from any

cause the taking of said deposition is not begun on that day, or being begun not complete, the same will be

continued from day to day or from time to time and if desired from place to place, until the same are complete. You

may attend and cross-examine if you wish.

Jan 4th 1894

Very Respectfully.

H. H. Handruff & Co

Per Pennington Bros
Attorneys

St. C. Menden

H. H. Woodruff & Co

AGAINST

W. C. Herndon et al

To W. C. Herndon. Larkin Herndon. John P. Herndon Wm Woodward

David P. Parsons and John C. Stapleton

Take notice that on the 2nd day

of February 1894

at the office of

Henry H. Gentry at

County, State of

Sumner

I will proceed to take the deposition of

H. H. Wood-

to be read as evidence on behalf of

H. H. Woodruff and H. E. Gib-

bins partners in trade doing business under

the style name of H. H. Woodruff & Co.

in a certain suit in Equity

now pending in the Circuit Court of Lee

County, State of Virginia wherein said

H. H. Woodruff & Co

Plaintiff and you and each of you are Defendants

And if from any

cause the taking of said deposition

are

not begun on that day, or being begun not completed, the same will be continued from day to day or from time to time and if deferred from place to place until the same are complete. You may attend and cross-examine if you wish.

February 4

1894

Very Respectfully,

H. H. Woodruff & Co

per Pennington Bros
Attorneys

H. H. Woodruff & Co
vs } Notice to Take
depositions

W. C. Handman & al

Executed on Jan. 12th 1894
by delivering a copy of
this within two weeks to each
of the following named
persons, to wit: John
P. Handman, Larkin Horn,
Dan. Wm. Woodward, &
David O. Owsens and
John C. Chapleton
W. H. Pennington

Virginia, Lee County, to wit:
The foregoing re-
turn signed by Wm. H.
Pennington was this day
sworn to before me in
my County aforesaid.
Witness my hand
this Jan. 15th 1894.
W. H. Pennington
Notary Public

W. W. WOODRUFF.

MONTHLY STATEMENT.

W. E. GIBBINS.

Ledger Folio 506

KNOXVILLE, TENN.,

Feb 1 1894

M

W. E. Gibbins

Cynthia

IN ACCOUNT WITH

W. W. WOODRUFF & CO., DR.

189

424 AND 426 GAY STREET.

1893
July 24
Sep 7
14

To Balance as per Statement Rend.

To Mdse.

bn.

Oct 14 cash

471 6
2464
1154

834 0

30

534 0

(Invoice)



Knoxville, Tenn., July 24th 1893
 To Mr. C. Henderson
 Cynthia J. A.

Bought of W. W. WOODRUFF & CO.
WHOLESALE HARDWARE,

RUBBER BELTING, BARBED FENCE WIRE, STRAW CUTTERS, SASH,
 DOORS AND BLINDS, SOLE LEATHER, ETC.

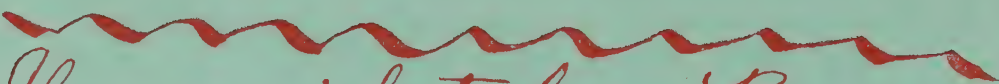
Ship via

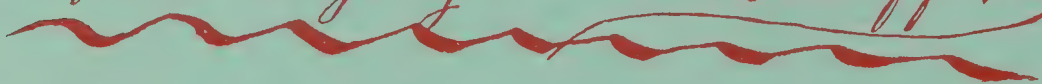
Pennington's Gap

IN REFERRING TO BILLS PLEASE GIVE DATE OF INVOICE.

1	Dz 1031	Pkts		75-
1/2	" 1028	"	150	75-
1/2	" 1743	"	225-	113
1/2	" 1870	"	175-	137
1/2	" 7746	St-	400	200
1/2	" 2203	1	475-	238
1	" Eureka	Barlow		120
4	" 800	Add Knives	60	240
1	8ft-1561	11 Forks		150
1/2	Dz 8in	Eclipse Shear	140	70
1/2	Dz 44	Spoons	100	50
1/2	" 88	"	200	100
1/2	" 1900	"	700	59
1	Dz 325-	Shaving Brushes		40
1/4	" 0836	Razors	720	180
1/2	" Ann	" Straps	175-	88
4	" 1 ft-	Cups	28	112
2	" 2 ft-	"	35-	70
1/4	" 8 ft-	Dish Pans	180	45-
1/4	" 10 "	" "	200	50
1/4	" 14 "	" "	225-	66
1/4	" 17 "	" "	275-	69
3	Ea 678 #	Sad & Iron 42 #	2 1/2	105-
1/2	Dz	" " Stand	35-	18
1/2	"	Copper Pot "	35-	17
1/3	"	Fluting Scissors	200	67
1	" m	1/2 Soller		75-
1	Sider	S. L ea 15 1/2 #	21	325-
1	Keq #	B. Powder		150-
5 #	E	Dynamite	18	90
1	Q	Caps		75-
1/2	4 ft-	S. J. Fuse	60	30
1 m	1	Primer		120
1/4	Dz	Reg awl Hofts	75-	56
1	Keq 1/3	4 Mydan H. Jaws		525-
20 #	7 L. F.	Straid	92	238

42 28
 FORWARD.


If you wish to buy a Buggy,
Spring Wagon, Cart, Farm Wagon,
or any thing in this line.

Don't fail to get our prices be-
fore buying W. W. Woodruff & Co.




W. W. WOODRUFF.

ESTABLISHED 1865.

W. E. GIBBINS.

Knoxville, Tenn., 189

No

Bought of W. W. WOODRUFF & CO.
WHOLESALE HARDWARE,


RUBBER BELTING, BARBED FENCE-WIRE, STRAW CUTTERS, SASH,
 DOORS AND BLINDS, SOLE LEATHER, ETC.


Ship via

IN REFERRING TO BILLS PLEASE GIVE DATE OF INVOICE.

			<i>Ant- food</i>			42	28
1	lps	3	Safety Pins				50
1/2	lb	3	at Hds	100		50	
1/2	"	2	"	120		60	
5	"	4/8	Heavy Nail	18		90	
1	"	5/8	"	18		18	
1	lb	B. B.	Lux			150	
1/2	lb	4	lps Scooper	240		20	
				1315		50	
							4716

DUPLICATE.


If you wish to buy a Buggy,
Spring Wagon, Cart, Farm Wagon,
or any thing in this line.

Don't fail to get our prices be-
fore buying W. W. Woodruff & Co.




W. W. WOODRUFF.

ESTABLISHED 1865.

W. E. GIBBINS.

Knoxville, Tenn., Sept-7th 1893

M. W. C. Herndon

Cynthia V^a

Bought of W. W. WOODRUFF & CO.

WHOLESALE HARDWARE,

RUBBER BELTING, BARBED FENCE-WIRE, STRAW CUTTERS, SASH,
DOORS AND BLINDS, SOLE LEATHER, ETC.


Ship via *Penningtons Express*


IN REFERRING TO BILLS PLEASE GIVE DATE OF INVOICE.

1	Side 2 Iron Lea 19 1/2 #	20	390
1	B 1/2 Soler		120
1/2	Box Short Pegs	100	50
1/2	4 3 2 W ^h C ^h g	116	58
1	4 38 Short "		77
1	M 38 Sow "		980
3	" G. D. Coper	29	87
1	B Lead	6	150
1/2	B 2 Lead Cal Padr	300	150
1	" 4 Cob Girths		100
1/2	" pr 5 in Stirrups	150	75
1	lps Wire Button Hooker		30
1	Set 38 S & W Reloader		175
		315	20

2467

DUPLICATE.


If you wish to buy a Buggy,
Spring Wagon, Cart, Farm Wagon,
or any thing in this line.

Don't fail to get our prices be-
fore buying W. W. Woodruff & Co.




W. W. WOODRUFF.

ESTABLISHED 1865.

W. E. GIBBINS.

Knoxville, Tenn., *Sept-14* 1893

Mc M. C. Herndon

Cynthia

Bought of W. W. WOODRUFF & CO.

WHOLESALE HARDWARE,

RUBBER BELTING, BARBED FENCE-WIRE, STRAW CUTTERS, SASH,
DOORS AND BLINDS, SOLE LEATHER, ETC.

Ship via *Penningtons Gap*

IN REFERRING TO BILLS PLEASE GIVE DATE OF INVOICE.

1 1/2 10 gal nails
1 " 8 " "
1 " 6 " "
50 # 172 24 shov
7 # 4 " nails


2 15
2 25
2 40
3 50
1 12
15

bray


11 57

Terms 20% Cash.

DUPLICATE.


If you wish to buy a Buggy,
Spring Wagon, Cart, Farm Wagon,
or any thing in this line.

Don't fail to get our prices be-
fore buying W. W. Woodruff & Co.



[illegible]

J. H. So. Duff Ho

7
A. C. Evans. Pub.

W. H. Duffell

N. B. } Affidavit 8

W. C. Shroder et al

Filed Decr the 7th 1894

A. B. Munsey clerk



W. W. WOODRUFF.

ESTABLISHED 1865.

W. E. GIBBINS.

Knoxville, Tenn.

NOV 23 1893

1893

M. H. C. Arnold

Cynthia 7/2

Bought of W. W. WOODRUFF & CO.

WHOLESALE HARDWARE,RUBBER BELTING, BARBED FENCE WIRE, STRAW CUTTERS, SASH,
DOORS AND BLINDS, SOLE LEATHER, ETC.

Ship via

Pennyingtons

IN REFERRING TO BILLS PLEASE GIVE DATE OF INVOICE.

1 DZ	1031	Plts		75
1/2	"	1028	"	150 75
1/2	"	17430W	"	225 113
1/2	"	1870	"	275 137
1/2	"	7746ST-	"	400 2
1/2	"	22031	"	475 238
1	"	Eureka Barlow		120
4	"	800	Knives only	60 240
1	Srt	1561	" Forks	150
1/2	DZ	8"	Clips Shears	140 70
1/2	Epo	44	Sea Spoons	100 50
1/2	"	88	Table "	200 100
1/2	"	1900	" "	700 59
1	DZ	32.5	Shav Brush	40
1/4	"	0836	Razor	720 180
1/2	"		Em " Strope	175 88
4	"	1 pt	Cups	28 112
2	"	0	Gum "	35 70
1/4	"	8	Rin Paws	180 45
1/4	"	10	" "	200 50
1/4	"	14	" "	225 56
1/4	"	17	" "	275 69
3	Ea	688#	Sol Qono 42#	272 105
1/2	DZ		" " Stand	35 18
1/2	"		Ed Pot "	35 17
3	"		Fluting Scissors	200 67
1	"	1/2	Sold	75
1	Sidr	S. Lea	15 1/2	21 325
1	Reg	3 F B.	Powder	150
5	#	C.	Dynamite	18 90
1	"		Cops	75
1/2	"	7 1/2	S. I. Fuse	60 30
1	re	10	che Primer	120
3/4	DZ		Reg Hofts	75 56
1	Reg	7/3	74 Snyder 14 Shov	525
25	#	7 L. F.	M. S. Naid	92 238
Amt forward				42 28

1	Box 3 50 lbs Pins		42 28
1/2	Box 3 at Hds	100	50
1/2	" 2 " "	120	60
6	1 Hung Nail	18	108
1	Box B. B. Saw		150
1/2	Box 4 50 lbs Scoops	240	20
	B 15		50
			47 16

DUPLICATE

1	Side 2 S. Lea 14 1/2 #	20	390
1	Box 2 1/2 Sols		120
1/2	Box 78 Peps	100	50
1/2	Box 32 1/2 ch Cts	116	58
1	Box 38 Shot		77
1	Box 38 SW		980
3	M. S. D. Cops	29	87
1	Box Box Lead	6	150
1/2	Box Col Pads	300	150
1	Box Girth		100
1/2	Box 5" Stimpes	150	75
1	Box But Stook		30
1	Box 38 SW Reloaders		175
	B 15		25
			24 67

DUPLICATE.

1	Keg 10 8 Jug Nail		215
1	" 8 " "		220
1	" 6 " "		240
50	# 172 at firm	7	350
7	# at nail	16	112
	Dray	15	157

Cash

8340

30

State of Tennessee, County of Knox.

Personally appeared before the undersigned, a Notary Public in and for said County, duly commissioned and sworn J. N. Henderson to me well known, and made oath in due form of law, that the within account against M. C. Henderson Cynthia Da. amounting to Fifty Three 20/100 Dollars, is justly due M. Woodruff with interest from Oct. 1st 1893 of which firm he is Cash Refr after the allowance of all credits to which the said M. C. Henderson is entitled as he verily believes.

[SEAL.]

Subscribed and sworn to before me this 25th day of November 1893

J. N. Henderson
Notary Public.

If you wish to buy a Buggy,
Spring Wagon, Cart, Farm Wagon,
or any thing in this line.

Don't fail to get our prices be-
fore buying W. W. Woodruff & Co.

If you wish to buy a Buggy,
Spring Wagon, Cart, Farm Wagon,
or any thing in this line.

Don't fail to get our prices be-
fore buying W. W. Woodruff & Co.



W. W. WOODRUFF.

ESTABLISHED 1865.

W. E. GIBBINS.

Bought of W. W. WOODRUFF & CO.

Wm. O. Henderson
Newville, Tenn.

Wm. O. Henderson

189

If you wish to buy a Buggy,
Spring Wagon, Cart, Farm Wagon,
or any thing in this line.

Don't fail to get our prices be-
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If you wish to buy a Buggy,
Spring Wagon, Cart, Farm Wagon,
or any thing in this line.

Don't fail to get our prices be-
fore buying W. W. Woodruff & Co.

Deed Book No 25 page 104

This deed of conveyance made this the 19th day of March 1890 by and between John C. Pennington and Patience Pennington his wife and Martha J. Robins and Mary A. Robins of the county of Lee and state of Virginia and Green B. Pennington and Susan his wife of the county of Parry and state of Kentucky of the first part and and william C. Herndon of ~~the second~~ *of the other part* part of the county of Lee and state of Virginia. Witnesseth that for and in consideration of the sum of \$580.00 dollars in hand paid the receipt of which is hereby acknowledged the parties of the first part do hereby grant bargain and sell and convey unto the parties of the second part all of their right and title in the Charles Pennington tract of land lying and being in the county of Lee and state of Virginia on the waters of Jones Creek and Bounded as follows to wit: Beginning at a beech and a white oak on the east bank of Reeds ~~creek~~ *Eastwardly* creek thence southwardly to a poplar thence to a white oak on the top of a ridge thence northwardly to white oak on a flat thence northeastwardly to a wagon rod and with said road south westwardly to a beech at the mouth of the first hollow near the bank of Jones Creek and with said creek to the mouth of ~~said creek~~ to Joseph Marcums corner thence westwardly with said Marcums line to the Charles Pennington *line* and with said line to the Beginning the parties of the first part do warrant generally the land hereby conveyed the parties of the second part to have and to hold forever. witness he Following signature and seal this the 19th day of March 1890

John C. Pennington (seal)

her
Patience Pennington (seal)

Martha J. Robins
Martha J. Robins (SEAL)

Dinah Pennington
Dinah Pennington (seal)

Green B. Pennington
Green B. Pennington (seal)

Mary A. Robins
Mary A. Robins (seal)

State of Virginia County of Lee to wit :

I, F.M. Parsons a justice of the peace for the afore
said county and state do certify that John C. Pennington and
Patience Pennington his wife Martha J Robins and Dinah
Pennington whose names are signed to the foregoing deed bear-
ing date on the 19th day of March 1890 , acknowledged the same
before me
in my county and state aforesaid to be their act and deed and
does not wish to Retract it . Given under my hand and seal this
the dar / and date first above written .

F.M. Parsons J.P.

State of Kentucky County of Perry

I, Ira J Davidson clerk of the county court offer for the
county and state aforesaid do certify that the foregoing deed
of conveyance from John C. Pennington was presented to me in
my county aforesaid and acknowledged before me by Green B. Pennington
and Susan his wife to be their act and deed
and the same is certified to the proper office for record
Given under my hand this the 29th day of March 1890

Ira J. Davidson Clerk

By G. R Cornett D. C.

State of Virginia Le county to wit :

I, F.M. Parsons , a justice of the peace for the aforesaid
county and state do certify that Mary A. Robins whose name is /
signed to the foregoing deed bearing date on the 19th day of /

March 1890 acknowledged the same before me in my county and state aforesaid to be her act and deed and does not wish to retract it . Given under my hand the 7th day of April 1890

F.M.Parsons J.P.

Virginia Lee County to wit :

In the office of the clerk of the said county this deed was presented and with the certificates thereto annexed was admitted to record . Test Joh R. Gibson Clerk .

A copy - Test J. F. Richmond Clerk
Virginia Lee County to wit :

This day R.L.Pennington personally appeared before me a notary public in and for the county and state aforesaid and made oath that he had copied the foregoing Deed from the records of county court of Lee county on file in the clerk's office of said county court , and that the same is a true transcript from the said records as he verily believes . Given under my hand this the ____ day of Feb . 189\$.

N.P

H. C. Henderson

True Copy of Deed
for the
the said records as he is relieved. Given under my
said county court, and when the same is a true transcript from
county court of Lee County on file in the clerk's office as of
such that he had copied the foregoing Deed from the records of
public in and for the county and state & acknowledged and made
this day H. L. Pennington personally appeared before me a Notary
Virginia Lee County no wife:
was admitted to record. Test John H. Gibson Clerk.
deed was presented and with the certificates thereto annexed &
in the office of the clerk of the said county this
Virginia Lee County no wife:
H. M. Parsons J. P.

received it. Given under my hand the 10th day of April 1880
state acknowledged to be her own and deed and does not wish to
March 1880 acknowledged the same before me in my county and

29
Deed Book No 25, page 433.

This Deed made the 14th day of March 1893 Between William C. Herndon and Cynthia E. Herndon of the first part and of the county of Lee and state of Virginia ^{of the second part} and David P. Parsons of the county and state aforesaid. Witnesseth that in consideration of the sum of five thousand Dollars in hand paid the receipt whereof is hereby acknowledged W.C. Herndon and Cynthia E. Herndon his wife do grant bargain and sell and convey unto David P. Parsons party of the second part a certain tract or parcel of land lying in the Graborchard on Reeds and Jones creek waters of the North Fork Of Powels River No of acres unknown supposed to be six hundred more or less and bounded as follows to wit Beginning at a stake on the north bank of the North Fork at the mouth of Reeds creek Thence with the meanders thereof to the Mc Cradie line and with said line N 3 38 W to a gum two chestnuts and spanish oak corner to the A.B. Bailey land and with lines of same N 84 W 28 poles to a white oak and chestnut Thence N. 35 W 42 poles to 3 white oaks Thence N 0 W with Parkers line to Jones Creek and with the said Creek to Joseph Marcums corner thence southwardly with said Marcums line to A.K. Debusk corner Thence with his several lines and corners to a corner to Alfred Johnstons land formerly Samuel Parsons Land Thence with lines and corners of said Samuel Parsons tract to James Quillen land Thence with said lines and corners to Mathew Zion land and with said Zions ~~land~~ lines and corners to Lawsons land thence with his lines and corners to the Beginning. the foregoing described Boundary of land embraces the land purchased by W.C. Herndon From Tobias Hughs and wife Charles Pennington Heirs Larkin Herndon and J.B. Pennington and the said and the said David ³ Parsons is to have and with all the

Dappartanences thereunto/ and the said William G. Herndon
an dthe said William G. Herndon and Cynthia^E Herndon parties of
the first part do warrant generally the land hereby conveyed
Witness the following signature and seals the year and day
first above written .

William C. Herndon (seal)

Cynthia E. Herndon (seal)

State of Virginia , County of Lee , to wit :

I, F.M. Parsons a justice of the peace in and for the
county and state aforesaid do certify that William C. Herndon
and Cynthia E. herndon his wife whose names ~~was~~^{are} signed to
to the foregoing deed baring date of the 14th day of March
1893 acknowledged the same before me in my county and state
~~aforesaid~~/// given under my hand and seal this the 14th day of
of March 1893 . F.M. Parsons .J.P.

Virginia Lee county to wit :-

In the office of the clerk of ~~the~~ clerk of the said county
thr loth day of Nov. 1893 this deed as presented and together
with the certificate thereto annexed was admitted to record.

Test : S.V.F. Richmond , clerk.

A copy
Virginia Lee , county to wit :

This day R.L. Pennington personally appeared before me , E.W.F.
Pennington a notary public in and for the county and state
aforesaid and made oath that he had copied the foregoing
dee d from the records of the county court o f thr said coun-
ty a/ on file in the clerk's office of the said county and
that the sme is a true copy of the said records .

N.P.

A copy Letter D. 17th Richmond
Virginia December 1893
On the office of the Clerk of the said County, the 10th day
of November 1893, this deed was presented, and together with the certificate
thereon annexed, was submitted to several
part

part doth doth grant unto the party of the second part a tract or
parcel of land ~~lying~~ bounded as follows , Beginning at a stake
at the mouth of Reeds creek running with Lawsons line to the top
of Stone Mountain thence with the meanderings thereof to the Mc
Cradie line and with same to the ~~top of~~ North fork of Powels River
and with meanderings of said waters to the beginning . This Deed of
trust is to secure and whole good to the party of the ~~first~~ ^{second} part
for the sum of six hundred and seventy five dollars which the party
of the second part wholds against the party of the first part this
contract shall stand and whole good to the party of the second
part untill the Notes is Satisfied in full. Witness the following
signature and seal
W.C. Herndon (seal)

Virginia Lee County, tom wit:-

1, J. F. Burgin a justice of said county in the state aforesaid do certify that W. C. Herndon whose name is signed to the foregoing deed bearing date on the 10th day of NOV 1893 this day personally appeared before me in my county aforesaid and acknowledged the same to be his act and deed. Given under my hand and seal this the 18th day of Nov 1893

J. F. Burgain J.P.

Virginia Lee county to wit :

This day R.L.Pennington personally appeared before me, E.W.Pennington, a notary public in and for the county and state aforesaid and made a oath that he had copied the foregoing deed from the records of the county court of Lee county, on file in the clerk's office of the said county court and that the same is a true transcript therefrom. This Feb 1894.

Deed Book B
ook No. 25 .page 106 .

THIS DEED of conveyance made the 5th day of February/ 1890
by and between Tobias Hughs and Martha Hughs and Poggie
Parsons of the first part ~~and~~ all of the county ,of Lee ad
state of Virginia and William C. Herndon ^{the second part} of the county and
state aforesaid . Witnesseth that for and in consideration of
the sum of Eight Hundred dollars in hand paid the receipt of
which is hereby acknowledged the parties of the first part
do do bargain sell and convey unto / the parties of the second
part a / certain parcel or tract of land lying and being in
county of Lee and state of Virginia situated on Reeds Creek
waters of the North Fork of Powels River being two hundred
acres be the same more or less and bounded as follows to wit
being the land where ^{the said} Tobias Hughs ^{has} now Lives and adjoining the ~~the~~
land of Samuel Parsons James Quillen and Mathew Zion and the
parties of the second part to have and to hold forever . And
parties of the first part warrant specially the land here-
by conveyed . witness the following signature and seal the day
and date above written .

O. H. H.
Tobias Hughs . (seal)
M. H.
Martha Hughs (seal)
M. P.
Margarett R. Parsons (seal)

Virginia Lee County to wit :

I, F. M. Parsons a justice of the peace for the aforesaid ~~of~~
county and state do certify that Tobias Hughs and Martha
Hughs his wife and Poggie Parsons whose names are signed to the
foregoing deed ^{bearing} date 1 on the 5th day of February 1890 .
acknowledged the same before me in my / county and state
aforesaid to be their act and deed and does not wish to ~~retract~~

et

February 1890

F.M.Parsons J.P.

Virginia Lee county to wit : In the office of the clerk of the
said county May the 6th 1890 this deed was presented and
with the certificate thereto annexed admitted to record

Test John R. Gibson Clerk.

Virginia Lee County To wit :

This day R.L.Pennington personally appeared before me E.W.Pennington, a notary public in and for the said ~~of~~ county and state aforesaid and made oath that he had copied the foregoing deed from the records of the county court of the county on file in the ~~recor~~ clerk's office of the said county court and that the same is a true transcript from the ~~the~~ said records. Given under my hand this the ____ day of Feb. 1894.

N.P.

A. C. Shindler

From { Copy of Deed

1884
Thos Hughes et al

for far Copy \$0.50

N.P.

1884
said records. Given under my hand this the ____ day of Feb.
county court and that the same is a true transcript from the
the county on file in the clerk's office of the said
the foregoing deed from the records of the county court of
county and state aforesaid and made oath that he had copied
before me E. W. Pennington a notary public in and for the said
This day R. T. Pennington personally appeared be-
Virginia Lee County to wit:

Test John R. Gibson Clerk.

with the certificate aforesaid and was admitted to record
said county May the 6th 1880 this deed was presented and
Virginia Lee county to wit: In the office of the clerk of the

E. M. Parsons J. P.

February 1880

retained it. Given under my hand and seal this the 6th day of

Deed Book No 20 page 112. THIS DEED made this Nov. 9th 1889
by and between M.C. Parsons of the first part and ~~W~~ Craig
Herndon of the second part both of the county of Lee and state
of Virginia. Witnesseth that the party of the first part
doth grant bargain sell and convey unto ~~W~~ the party of the sec
ond part his undivided interest in ~~W~~ Charles Pennington
now deceased estate that he bought of Anderson Robins and
wife heirs of aforesaid Charles Pennington Decd for the sum
of one hundred dollars in hand paid the receipt of which
is hereby acknowledged. the aforesaid M.C. Parsons binds himself
to warrant ^{generally} the land hereby conveyed with all of its appurte-
nances forever. Witness my hand and seal this day and year
first written M.C. Parsons (seal)

Virginia Lee County to wit

I, V.H. Kelly notary public for the aforesaid county do
do certify that the M.C. Parsons whose name is signed to the
above deed bearing date Oct. 9th 1889, personally appeared before
me in my county aforesaid and acknowledged his signature to
this deed to be correct for the purpose mentioned in the above
deed. Given under my hand this Nov. 9th 1889

V.H. Kelly N.P.

Virginia Lee County to wit: In the office of the clerk of the
said county May the 6th 1890, this deed was presented and
with the certificate thereto annexed admitted to record

A Copy - Teste S. W. Richmond
Teste John R. Gibson, clerk
Virginia Lee County to wit:

This day personally appeared before me, E.W. Pennington a
notary public in and for the county aforesaid, E.L. Penning-
ton and made oath that the foregoing copy is a true transcript
of the record on file in the county court clerks office.
Sworn before me this Feb 1894

N.P.

H. C. Krumm

From 3 Copy of Duck
M. C. Tassau

The full copy \$0.25

H. C. Menden

From } Copy of Dec 8

John B. Thompson

For Copy -

\$0.50

From J.C. Stapleton & wife

THIS DEED made this the 7th day of March 1887, between John C. Stapleton and Armedia L. Stapleton his wife of the first part and W. Craig Herndon of the second part all of the county of Lee, State of Virginia. WITNESSETH that in consideration of the sum of Two Hundred Dollars in hand paid and secured to be paid by the party of the second part to the party of the first part the receipt of which is hereby acknowledged, the said party of the first part by these presents give, grant, sell deliver and convey unto the party of the second part a certain tract or parcel of land lying and being in said County of Lee and on Jones Creek in the Crab-orchard containing by estimation thirty and a half acres be the more or less bounded as follows: BEGINNING on the 1st pole line 20 poles from White oaks and beeches on the north side of a branch at a White oak S 20 E 90 poles to a Red Oak on the top of a ridge and with said ridge S 20 1/2 W 30 poles to a pine and chestnut on the top of a high spur N 30 1/4 W 20 poles to a little gum and chestnut N 20 W 10 poles to two chestnut oaks S 30 1/2 W 20 poles to a sour wood hickory and two dead spanish oaks. (now gone) N 41 1/4 W 30 poles to a chestnut at the top of a deep hollow N 60 W 90 to the beginning. TO have and hold the said tract of land with all of its appurtenances unto the party of the second part and his heirs forever and the party of the first part covenant that they will warrant generally the title to the land hereby conveyed. And the party of the first part hereby reserve to themselves the vendor's lien on said land until the purchase money therefor is fully paid. Witness the following signature and seal.

John C. Stapleton (seal)
Armedia Stapleton (seal)

Virginia, Lee County -- to wit :

I John A.G. Hyatt, com'r in Ch. for & C do certify that John C. Scapleton, whose name is signed to the foregoing deed dated March the 7th 1887 Personally appeared before me in the said county and acknowledged said writing to his act and deed. Given under my hand this the 7th day of March 1887. J

J.A.G. Hyatt, comr &c.

Virginia Lee County, to wit : I John A.G. Hyatt commissioner in chancery for Lee county do certify that Almira Scapleton wife of John C. Scapleton whose names are signed to the foregoing deed dated March the 8th 1887 personally appeared before me in the County aforesaid and being examined by me privily and apart from her husband & having the deed fully explained to her she declared she had willingly signed and executed the same and did not wish to retract ^{it} the same. Given under my hand and seal this the 20th day of August ~~1888~~ 1888.

John A.G. Hyatt, Com in Ch

chancery for Lee County Court

Virginia Lee County Court Clerk's Office, Feb. 7th 1888

The foregoing deed bearing date March the 8th 1887 between John C. Scapleton and Almira his wife of the first part and W.C. Barnum of the second part all of Lee County Va. was this day filed in the clerk's office and admitted to record upon the foregoing certificate of John A. Hyatt A Commissioner in chancery for Lee County Court.

Test John R. Gibson, clerk

Attest: J. V. Richmond
Clerk

H. C. Merriam

From } copy of deed
John C. Stoddard

For gas copy \$0.50

Need Book No 20, page 111.

This deed made this day also 1890 between Rebecca J. Robins and James A. Robins of the first part and one William C. Harrison and "Johna" ^{his wife} ~~Johna~~ ^{his wife} of the county of Lee and some of Virginia of the second part witness that for and in consideration of the sum of \$500.00 dollars in hand paid the receipt whereof is hereby acknowledged the said part of the first part do grant bargain and sell unto the said party of the second part all of their right title and undivided interest in one Charles Pennington Farm lying and being in the said County of Lee and ~~bounded~~ and lying on the Jones Creek and bounded as follows: Beginning on a beech and white oak on the east part of Need's Creek near its mouth thence southwardly to a poplar of James Creek thence eastwardly to a white oak off a line thence north westwardly to a worn road thence southwardly to a beech at the mouth of a hollow near to bank of Joynes Creek thence southwardly with said creek to Joseph Harcums corner thence southwardly with said Harcums line to the old Charles Pennington line thence southwardly back to the beginning. and the said party of the first part do covenant with the part of the second part that they will warrant generally the land hereby conveyed &c. Witness the following signature and seal s.

James A. Robins (seal)

Rebecca Robins (seal)

Witnesses as W. Graham

J. T. Robins

Ferkins County Chickasaw Nation Feb 22/90

Kryn Springs

Chickasaw Nation Ferkins County Chickasaw Nation Feb 22/90

Personally appeared before me S. E. Wallace a U. S. commissioner James H. Robins and his wife Rebecca Robins to me well known

and si hen and acknowledged to be that it was for consid-
ation therein expressed and set forth the above and foregoing
deed or instrument in writing, convey a tract of land to
William C. Harrison and his wife this Feb 25/10

Samuel W Wallace U. S. C. Jm for XX
Indian Territory.

Virginia Lee county to wit :

In the clerk's office of the said county May the 20th 1890
this deed was presented and with the certificate thereto
annexed admitted to record

Test JOHN R. Gibson Clerk

Virginia Lee County to wit :

This day R. L. Pennington personally appeared before me, and
my public in and for the county and state aforesaid, and made
oath that he had copied the foregoing deed from the records
of the said county court and that the same is a true transcript
therefrom. Given and read my hand this the ____ day of Feb 1894

____ J.P.

H. H. Hoodnuff & Co
vs. } In Chancery
H. C. Skindon
~~~~~

Copies of Deds

To  
H. C. Skindon

From  
John C. Pennington et al  
John B. Pennington et al  
Larkin Skindon et al  
John C. Stopleton & wife  
Thomas Hughes & wife  
Rebecca J. Robins  
M. C. Parson

From  
H. C. Skindon

To

To  
David P. Parson  
William Woodward

For J. C. Skindon's  
\$450



In the Clerk's Office of the Circuit Court of the County of  
*Lee* on the *1st* day of *January* 18*94*.

against

*W W Woodruff & Co*

Plaintiff

*In Chancery*

*W. C. Herndon et al*

Defendant

*+ his wife* The object of this suit is to *1st* is to set aside and annul the deed of *W. C. Herndon*  
*to David P. Parsons dated March 14th 1893; 2nd* to set aside and declare void  
the deed made by *W. C. Herndon + wife to Wm Woodward dated Novr 10th*  
*1893. 3rd* to annul the transfer of goods + chattels made by *W. C. Herndon to*  
*John P. Larkin Herndon on or about Novr 10th 1893*  
*And 4th* that a judgment be given in favor of the Plffs against the Defendant  
for the amount ascertained in the bill + the value he has paid  
*for said property thereby recovered*  
And an affidavit having been made and filed that the defendant *W. C. Herndon* is

not a resident of the State of Virginia, it is ordered that *he* do appear here, within *fifteen days*  
after due publication hereof, and do what may be necessary to protect *his* interest in this suit. And  
it is further ordered that a copy hereof be published once a week for four weeks in the *Lee County*  
*Republican* and that a copy be posted at the front door of the court-house of this *County*  
on the first day of the next term of the *County* Court.

A copy—Teste:

*Perrington Bros. p. q.*

*A. B. Munsey*

Clerk.



W. W. Woodruff vs

vs.

ORDER OF  
PUBLICATION.

M. L. Herndon et al

I, A. B. Munsey Clerk of the  
circuit court do hereby certify that  
I delivered to the Lee County  
Republican the within order  
on the 1st day of January 1894  
for publication, and posted  
a copy thereof at the front door  
of the court house at the  
January Term 1894 of the  
County Court

A. B. Munsey clk



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*W Woodward*  
*William O. Hendon, John P. Hendon*  
*Larkin Hendon, David J. Parsons*  
*and John C. Stophlet*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held  
for the said Court on the *10th* Monday in *June*, 189*3*, to  
answer a bill in Chancery, exhibited against *them* in our said court by

*W Woodward and W A Gibbins*  
*partners in trade under the style and*  
*firm of Woodward & Co.*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the  
court-house, the *8* day of *Dec*, 189*3*, and in the *118*  
year of the Commonwealth.

*A Copy Teste*

*A B Munsey* Clerk.

*A B Munsey* clerk



The proper affidavit having been made and filed the officer executing this summons is directed to attach the following real estate of W. C. Herndon, all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 33 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No. 25.-163.

*ATB Mansley clerk*

|                                                              |  |                                      |
|--------------------------------------------------------------|--|--------------------------------------|
| <p>us.</p> <p><b>SUBPOENA</b></p> <p><b>IN CHANCERY.</b></p> |  | <p>To</p> <p>-----</p> <p>Rules,</p> |
|                                                              |  |                                      |
| <p>p. q.</p>                                                 |  | <p>-----</p>                         |

Executed Dec, 1893 by delivering an office copy of the within subpoena in chancery and attachment to John P. Herndon, Larkin Herndon, John C. Stapleton, Wm. Woodard and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herndon described as follows: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 33 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 25 - 163.



The proper affidavit having been made and filed the officer executing this summons is directed to attache the following real estate of W. C. Herndon, all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Read's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's lnd, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No 25.-168.

*A B Munsey clerk*

*Wm W Woodard & Co*

vs.

SUBPENA  
IN CHANCERY.

*W C Herndon et al*

*Pennington et al*

To *1st January* 1894  
Circuit Court.

Executed Dec, 1893 by delivering an office copy of the within subpoena in chancery and attachment to John P. Herndon, Larkin Herndon, John C. Stapleton, Wm. Woodard and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herndon described as follows: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Read's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's lnd, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No 25.-168.

*L. E. Fleming. S. L. E.*



In the clerks office of the circuit court  
of the county of Lee on the 1st day of  
January 1894.

W. W. Woodruff & Co, Plffs }

against

} In Chan'y

W. C. Herndon et al. Deft. }

The object of this suit is to 1st to set a  
side and annul the deed of W. C. Herndon  
and wife to David P. Parsons dated  
March 14th 1893; 2nd to set aside and  
declare void the deed made by W. C.  
Herndon and wife to Wm Woodward dat  
ed Nov'r 10th 1893. 3rd to annul the  
transfer of goods and chattels made by  
W. C. Herndon to John P. and Larkin  
Herndon on or about Nov'r 10th 1893  
and 4th that a judgment be given in fav-  
or of the plffs against the deft for the  
amount mentioned in the bill and the  
same be satisfied out of said property  
theredy conveyed.

And an affidavit having been made  
and filed that the defendant W. C. Herndon  
is not a resident of the State of Vir-  
ginia it is ordered that he do appear  
here within fifteen days after due publi-  
cation hereof, and do what may be neces-  
sary to protect his interest in this suit.  
And it is further ordered that a copy  
hereof, be published once a week for  
four weeks in the Lee County Republic-  
an and that a copy be posted at the  
front door of the court house of this  
county on the first day of the next term  
of the county court

A copy—Teste:

A. B. Munsey Clerk  
Pennington Bros. p q. 5-10

I M. P. Dryden & Sons pub

isher of the LEE COUNTY REPUBLICAN  
a weekly newspaper, published in the  
town of Jonesville, county of Lee, and  
State of Virginia, do hereby certify that  
the foregoing Order of Publication was  
duly published in the above named pa-  
per for four successive weeks, ending the

1st day of Feb 1894.

for Sam L. Dryden

Publisher, LEE COUNTY REPUBLICAN